

GENERAL TERMS AND CONDITIONS IN REM 49

1. The sale shall be conducted in accordance with section 75.69 of the Wisconsin State Statutes.
2. All real estate shall be sold “as is, where-is and with all faults”, and no warranty has arisen through trade, custom or course of dealing with Purchaser.

That neither Broker, Auction Marketing Company, Auctioneer[,] their Agents, Employees, Officers or Representatives has made any verbal or written representation, warranties, or guarantees with respect to the physical condition, operation, or any other matter or thing affecting or related to the Property or the offering for sale of the Property.

Fond du Lac County makes no representations as to zoning and planning ordinances or regulations, land use, dimensions or actual legal boundaries of the land, access to the land, topography of the land, drainage patterns of the land and neighboring properties, wetlands on the property, floodplain areas, soil type or quality, water supply or quality, or other natural or man-made features or characteristics of the real estate.

Fond du Lac County makes no representations as to the availability of community services such as sewage disposal, waste disposal, electricity, natural gas/fuel oil/propane gas, road maintenance, snow plowing, police protection, fire protection or other services or conveniences. Fond du Lac County will not undertake the responsibility for inspection, replacement, repair, remediation and/or clean-up of wells, septic systems, holding tanks, mound systems, structures, environmental hazards or pollution, or hazardous waste or materials located over, beneath, in or on the real estate.

3. The sale of property may be subject to specific condition(s) imposed by Fond du Lac County as delineated in a Condition of Sale, if applicable. A copy of which may be obtained from the Fond du Lac County Treasurer's office.
4. Bidder is advised to contact the respective municipality regarding allowed use(s) of the property.
5. All properties are sold subject to all existing easements, deed restrictions, covenants, and ordinances.
6. Bidder is required to remit certified check, cashier's check, money order or cash for a minimum amount of ten percent (10%) of their bid amount as earnest money. Such monies must be submitted with the bid form and made payable to: Fond du Lac County Treasurer. **No personal checks will be accepted.**
7. Fond du Lac County does not furnish title insurance with these properties.
8. The judgment of foreclosure entered by the Court has removed all prior-year property taxes (including general, special assessments, special charges and special taxes) appearing on the tax rolls on file in the Office of the Fond du Lac County Treasurer prior to the date of the judgment. Buyer shall be responsible for the current-year property taxes.
9. Bidder shall submit one Bid Form and the Questions of Intent form per envelope. All bid envelopes must be properly marked, sealed and submitted to the Fond du Lac County Treasurer's Office by the date and time indicated in the Notice of Sale.
 - a) All bids are subject to final acceptance by the Fond du Lac County Finance, Personnel and Economic Development Committee.
 - b) Pursuant to Wisconsin Statutes, all bids less than the advertised value of the property must be rejected.

- c) Fond du Lac County reserves the right to accept any bid most advantageous to the County pursuant to Wisconsin Statutes s. 75.69(1). Fond du Lac County will consider multiple bids on the basis of individual parcels rather than the total amount bid for two or more parcels. Therefore, if bidder is offering to purchase several parcels bidder must indicate the price for each parcel and also state whether the bid is limited to acceptance of the entire bid (all parcels bid upon) or whether bidder will accept any one of the parcels bid on if successfully bid.
- d) The Fond du Lac County Finance, Personnel & Economic Development Committee will determine which bid is more advantageous to the county based on the responses to the questions of intent in bid form. The Fond du Lac County Finance, Personnel & Economic Development Committee will also consider whether or not a bidder is delinquent on other real estate taxes when determining which bid is most advantageous to the county.
- e) If each bid is equally advantageous, the bid which was received first in the County Treasurer's Office shall take precedent and may be accepted.
- f) The money required to accompany the bid will be deposited in an escrow account with Fond du Lac County. Successful bidder's earnest money will be applied towards the total purchase price. Unsuccessful bidder's earnest money will be refunded to them within forty-five (45) days of the public opening.
- g) Fond du Lac County is not responsible to provide access to any of the properties.
- h) Successful bidder will be notified in writing of their bid acceptance. The successful bidder must then make arrangements to pay the total cash bid amount, less earnest money, plus the \$30 recording fee to Fond du Lac County within thirty (30) days of the date indicated on the written notice of bid acceptance. In the absence of an extension approved by the Finance, Personnel and Economic Development Committee, failure to close the sale within the thirty (30) days will nullify the bid acceptance.
- i) Upon full payment, a conveyance by quit claim deed will be drafted and executed between Fond du Lac County (grantee) and the bidder (grantor), pursuant to the terms of this agreement. Fond du Lac County will record the deed in the Register of Deeds Office.